

EXHIBIT A

2011-Mar-03 06:50 PM Bank of America 626-321-4614

5/13

Bank of America

☒ CA ☐ ID ☐ WA
 Business Signature Card
 with Substitute Form W-9

 Account Number
 01534-67748

 Bank Number
 318

 Account Type: ☒ DDA ☐ SAV ☐ CD

 Account Title
 ALLY INVESTORS LLC

☐ Temporary Signature Card

 Legal Designation: ☐ Individual/Sole Proprietor ☐ Corporation ☐ Partnership ☐ Association ☒ Limited Liability Company

Tax Identification Number: 275287568

By signing below, I/we acknowledge and agree that this account is and shall be governed by the terms and conditions set forth in the following documents, as amended from time to time: (1) if this account is a deposit account, the Deposit Agreement and Disclosures, the Business Schedule of Fees, and (2) if this account is a Line of Credit, the applicable Line of Credit Agreement and Disclosures. Furthermore, I/we acknowledge the receipt of these documents. By signing below, I/we acknowledge and agree that the signature(s) will serve as verification for any transactions in connection with this account, and any Line of Credit checks which I/we may sign, and as the certification (set forth below) of the taxpayer identification number to which I/we want interest reported. The Deposit Agreement includes a provision for alternative dispute resolution.

Substitute Form W-9. Certification - Under penalties of perjury, I certify that: (1) The number shown on this form is the correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person (defined in the Instructions).

Certification Instructions: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. (See also IRS Instructions for Form W-9.)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

☐ Exempt (check if applicable)

☐ Nonresident Alien Status (if applicable). If all beneficial owners are considered Nonresident Aliens under the United States tax law, check here and complete and sign the applicable Form(s) W-8.

| | Name (typed or printed) | Title (if applicable) | Signature | Date |
|---|-------------------------|-----------------------|-----------|----------|
| 1 | LI ZHAO | MANAGER | | 03/02/11 |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

ATM/Deposit Check Card Request

Provided that the account referenced above is eligible to receive automated teller machine cards and/or Check Cards, I/as authorized by the resolution and/or court documents and/or other agreements which authorize this account hereby request the issuance of such cards to any of the authorized signers on this account.

Signature: Title: MANAGER

Bank Information

| Customer | Name | CIP Information: | ID Type: | ID #: | ID Issuer: | Issue Date: | Expiration Date: |
|------------|---------|------------------|--------------|----------------|----------------|------------------------|----------------------------|
| Customer 1 | LI ZHAO | CIP Information: | ID Type: DL | ID #: B5765391 | ID Issuer: CA | Issue Date: 12/30/2010 | Expiration Date: 2/1/2016 |
| Customer 2 | | CIP Information: | ID Type: VTL | ID #: 1587 | ID Issuer: BOA | Issue Date: N/A | Expiration Date: 4/30/2014 |
| Customer 3 | | CIP Information: | ID Type: | ID #: | ID Issuer: | Issue Date: | Expiration Date: |
| Customer 4 | | CIP Information: | ID Type: | ID #: | ID Issuer: | Issue Date: | Expiration Date: |

Review Information

Business Entity/Sole Proprietorship with EIN Telephone Inquiry: CHEXSYSTEM REF# 030211NS1809

WA/ID: For Sole Proprietors with SSN and General Partners, complete the following:

| Name: | Year: | State: |
|-------|-------|--------|
| | | |
| | | |
| | | |
| | | |

| Date: | Associate Name: | Associate's Phone Number: | Branch Center Name & Cost Center: |
|------------|-----------------|---------------------------|-----------------------------------|
| 03/02/2011 | WHITNEY HUANG | 828.591.5700 | WEST ARCADIA 0123 |

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Certified Copy of Limited Liability
Company Resolutions Opening and
Maintaining Deposit Accounts and Services



Bank Number 318
Account Number 01534-67748 Account Number

Name of Limited Liability Company ALLY INVESTORS LLC

I, the undersigned, hereby certify to BANK OF AMERICA, that I am a/the
MANAGER and the designated keeper of the records and minutes of

Title
ALLY INVESTORS LLC, a ☒ limited liability company ☐ professional limited liability company duly organized and existing
under the laws of the State of CALIFORNIA (the "Company"); that I have full authority to manage, represent, sign for and bind
the Company, that the following is a true copy of resolutions duly adopted by a majority of the members/managers of said Company at a meeting duly held on the
2 day of MARCH, 2011, at which a quorum was present and acted throughout or adopted by the written consent of
a majority of the members/managers; and that such resolutions are in full force and effect and have not been amended or rescinded.

1. Resolved, that BANK OF AMERICA (the "Bank") is hereby designated
as a depository of the Company and that deposit accounts and/or time deposits (CDs) to be opened and maintained in the name of this Company with the Bank in
accordance with the terms of the Bank's Deposit Agreement and Disclosures and the applicable rules and regulations for such accounts; that any one of the
following members, managers, or employees of this Company:

| | |
|------------------------|--------------------------------|
| <u>LI ZHAO</u> Name | <u>MANAGER</u> Title/Status |
| Name | Title/Status |
| Name | Title/Status |
| Name | Title/Status |

is hereby authorized, on behalf of this Company and its name, to execute and sign any application, deposit agreement, signature card and any other documentation
required by Bank to open said accounts; to sign checks, drafts, notes, bills of exchange, acceptances, time deposits (CDs) or other orders for payment of money; to
endorse checks, drafts, notes, bills, time deposits (CDs) or other instruments owned or held by this company for deposit with Bank or for collection or discount by
Bank; to accept, drafts, acceptances, and other instruments payable at Bank; to place orders with Bank for the purchase and sale of foreign currencies on behalf of
this Company; to execute and deliver an electronic fund transfers agreement and to make transfers or withdrawals by electronic transfer on behalf of the Company;
to obtain an access device (including but not limited to a card, code, or other means of access to the Company's accounts) that may be used for the purpose of
initiating electronic fund transfers [Company agrees and acknowledges that neither the Electronic Funds Transfer Act (15 U.S.C. 1693 et seq.) nor Regulation E (12
C.F.R. Part 205) are applicable to any such access device]; to establish and maintain a night deposit relationship; to execute and deliver a wire transfer agreement
and to request, or to appoint and delegate from time to time such persons who may request, wires of funds; to enter into any agreements with the Bank for the
provision by Bank of various Treasury Management services to this Company as such member, manager or employee may determine, in his or her sole discretion,
and to sign any and all documents and take all actions required by Bank relative to such Treasury Management services or the performance of the Company's
obligations thereunder, and that any such Treasury Management agreement(s) shall remain in full force and effect until written notice to terminate given in
accordance with the terms of any such agreement shall have been received by Bank and that such termination shall not affect any action taken by the Bank prior to
such termination; to rent or lease a safe deposit box from Bank, to execute the rental agreement or lease, to enter the safe deposit box and to terminate the rental
agreement or lease; to take whatever other actions or enter into whatever other agreements relating to the accounts or investment of funds in such accounts with
Bank and to execute, amend, supplement and deliver to Bank such agreements on behalf of the Company upon such terms and conditions as such member, manager
or employee may deem appropriate and to appoint and delegate, from time to time, such person(s) who may be authorized to enter into such agreements and take any
other actions pursuant to such agreements in connection with said accounts that the member, manager or employee deems necessary; and to waive presentment,
demand, protest, and notice of protest or dishonor of any check, note, bill, draft, or other instrument made, drawn or endorsed by this Company; and

2. Further Resolved, that the Bank be and is hereby authorized to honor, receive, certify, pay or exchange for money orders or other instruments all instruments
signed in accordance with the foregoing resolutions even though such payment may create an overdraft or even though such instruments may be drawn or endorsed to the
order of any member, manager or employee signing the same or tendered by such member, manager or employee or a third party for exchange or cashing, or in payment
of the individual obligation of such member, manager or employee, or for deposit to such member's, manager's or employee's personal account and Bank shall not be
required or be under any obligation to inquire as to the circumstances of the issuance or use of any instrument signed in accordance with the foregoing resolutions or the
application or disposition of such instrument or the proceeds thereof; and, further, that the Bank is authorized to honor any instructions regarding withdrawals, orders for
payment or transfer of funds whether oral, by telephone or electronic means if such withdrawal, orders or transfer are initiated by an above authorized member, manager
or employee; and

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Account Number 01534-67748

Account Number

3. Further Resolved, that the Bank be and is hereby requested, authorized and directed to honor and to treat as authorized, checks, drafts or other orders for the payment of money drawn or purportedly drawn in this Company's name, including those payable to the individual order of any person whose name appears thereon as signer thereof, when bearing or purporting to bear the facsimile signature of an member, manager or employee authorized in the foregoing resolutions and the Bank shall be entitled to honor, to treat as authorized, and to charge this Company for such checks, drafts, or other orders regardless of by whom or by what means the actual or purported facsimile signature thereon may have been affixed thereto, if such signature resembles the facsimile specimen duly certified to or filed with the Bank by a member/manager of this Company or if such facsimile signature resembles any facsimile signature previously affixed to any check, draft, or other order drawn in the Company's name, which check, draft, or other order was accepted and paid without timely objection by the Company, thereby ratifying the use of such facsimile signature; and the Company hereby indemnifies and holds the Bank harmless against any and all loss, cost, damage or expense suffered or incurred by the Bank arising out of or in any way related to the misuse or unlawful or unauthorized use by a person of such facsimile signature; and

4. Further Resolved, that endorsements for deposit may be evidenced by the name of the Company being written or stamped on the check or other instrument deposited, without designation of the party making the endorsement, and the Bank is authorized to supply any endorsement on any instrument tendered for deposit or collection; and


5. Further Resolved, that a duly authorized member/manager of this Company shall certify to the Bank names and signatures of persons authorized to act on behalf of this Company under the foregoing resolutions and shall from time to time hereafter, as changes in the identity of said members, managers and employees are made, immediately report, furnish and certify such changes to the Bank and shall submit to the Bank a new account signature card reflecting such change(s) in order to make such changes effective and the Bank shall be fully protected in relying on such certifications and shall be indemnified and saved harmless from any claims, demands, expenses, losses, or damages resulting from, or growing out of, honoring the signature of any member, manager or employee so certified, or refusing to honor any signature not so certified; and

6. Further Resolved, that the foregoing resolutions shall remain in full force and effect and the authority herein given to all of said persons shall remain irrevocable as far as the Bank is concerned until three (3) business days after the Bank is notified in writing of the revocation of such authority and that receipt of such notice shall not affect any action taken by said Bank prior thereto; and

7. Further Resolved, that all transactions by any member, manager or employee of this Company on its behalf and in its name with the Bank prior to the delivery to the Bank of a certified copy of the foregoing resolutions are, in all respects, hereby ratified, confirmed, approved and adopted; and

8. Further Resolved, that any member/manager be and hereby is, authorized and directed to certify these resolutions to the Bank and that the provisions hereof are in conformity with the Articles of Organization and Operating Agreement of this Company.

In Witness Whereof, and intending to bind the Company, I have hereunto subscribed my name as a member/manager of this Company, this 02 day of MARCH, 2011.


Member/Manager

Bank Information
Date: 03 / 02 / 2011Banking Center Name: WEST ARCADIAAssociate's Name: WHITNEY HUANGAssociate's Phone Number: 626 . 578 . 5709

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